



**Memorandum of Understanding
Interstate Oil and Gas Compact Commission
and
U.S. Department of Energy, Office of Fossil Energy**

U.S. Oil and Natural Gas Supply and Delivery and Climate Change Mitigation

A Memorandum of Understanding (MOU) between the Interstate Oil and Gas Compact Commission (IOGCC) and the United States Department of Energy, Office of Fossil Energy, (DOE/FE) regarding technology and policy issues related to: (i) U.S. oil and natural gas supply and delivery, including oil and natural gas exploration, production, transport and processing, and attendant environmental protection, and (ii) climate change mitigation, including carbon capture, transport and geologic storage.

Whereas, the IOGCC is a Congressionally chartered organization of governors of oil and natural gas producing States, with the responsibility to protect and develop the States' oil and gas resources, avoid waste of those resources, protect the environment, and assist the States in their ongoing efforts to keep applicable State laws and regulations attuned to continued technological advancements, and national energy programs and policies.

Whereas, DOE/FE is responsible for managing the Department's fossil energy research and development programs and advising the Secretary of Energy on all matters related to our nation's fossil energy resources, including carbon capture, transport and geologic storage.

Whereas, an MOU between the IOGCC and DOE/FE will provide a framework for cooperation and collaboration on responsible domestic production of oil and natural gas; carbon capture, transport and geologic storage; and other topics of mutual interest.

Now, Therefore, the IOGCC and DOE/FE agree as follows:

1. **Purpose and Scope:** The purpose and scope of the MOU is to improve cooperation and collaboration among the States and DOE relating to the management or implementation of Federal or State programs or policies in a manner that supports cost-effective government decisions, leverages efforts, increases efficiencies, enables the exchange of information and expertise, and enhances communication.

2. Objectives: The objectives of the MOU are to establish a joint Task Force that will:

- a. Establish a high-level IOGCC/DOE relationship based on mutual understanding of each other's missions, responsibilities, and authorities.
- b. Identify issues of mutual interest between the States and DOE that can be addressed in the short and long term to ensure adequate supplies of energy for U.S. consumers and protect the environment.
- c. Champion actions that recognize the respective roles of States and the DOE in enhancing energy security and environmental protection.
- d. Facilitate the exchange of information and expertise on technological advancements and national energy programs and policies.
- e. Enhance communication between the States and DOE.
- f. Create an ongoing means of consultation.
- g. Establish working subgroups, as needed, to identify or implement beneficial projects involving the States and DOE.

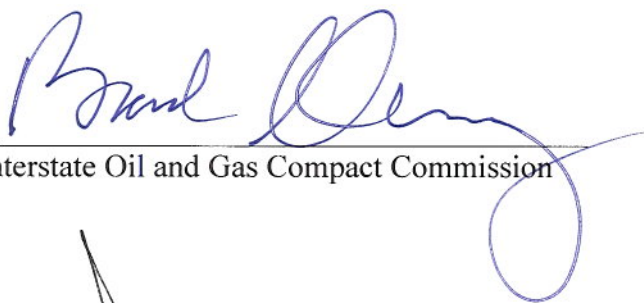
3. Authorities and Limitations:

- a. Nothing in this MOU alters the responsibilities or statutory authorities of DOE or the individual States.
- b. This MOU in no way supersedes existing agreements or restricts any future agreements or activities between DOE and the individual States. Nor does it preclude other agreements, including individual MOUs between the IOGCC, States, and other DOE offices or laboratories.
- c. The Department of Energy enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).
- d. This MOU is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- e. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU also shall not be construed to provide a private right or cause of action for or by any person or entity.
- f. All agreements herein are subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

4. Responsibilities agreed to by IOGCC and DOE/FE:

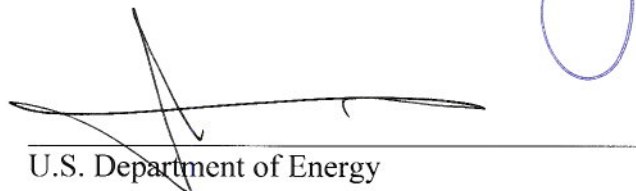
- a. Assemble a Task Force, and working subgroups as needed, to accomplish the objectives described herein and provide periodic reports of their findings and recommendations to the Assistant Secretary for Fossil Energy, IOGCC Chair and to the public through website postings.
- b. The Task Force and any working subgroups will consist only of officials or employees of a State, the IOGCC or DOE.
- c. Identify issues of mutual interest and recommend appropriate actions and solutions.
- d. Consult and coordinate with other DOE offices, other Federal agencies, States organizations, Indian tribes, and others, as appropriate, on issues, actions or solutions specific to this MOU.

5. Authentication: This MOU becomes effective upon the signatures of both parties listed below. Either party may terminate the MOU after providing 90-day notice to the other.



Interstate Oil and Gas Compact Commission

9/18/09
Date



U.S. Department of Energy

9/25/09
Date